

MANUAL

OF THE

MECHANICS' LIEN LAW,

APPLYING TO THE

CITY AND COUNTY OF PHILADELPHIA.

FOR THE USE OF

CONTRACTORS, MECHANICS, MACHINISTS AND
MATERIAL MEN.

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LAW APPLYING TO CONTRACTORS ALONE.

1. By an act passed April 3rd, 1872, buildings that shall hereafter be erected, in whole or in part, by contract in writing, and the ground whercon they stand, shall be liable to the contractor alone for work done or materials furnished under such contract; *Provided* That the contract is acknowledged before an officer authorized to take acknowledgments, and that the contract be recorded in the office for recording deeds within fifteen days after its execution.

2. If the contract is not acknowledged before a proper officer, and recorded in the office for recording deeds within fifteen days after its execution, mechanics and material men have the same right to file liens for work done and materials furnished as before the passage of this act.

LAW APPLYING TO MATERIAL MEN, AND MECHAN-
ICS DOING WORK OR FURNISHING MATERIALS
IN THE ERECTION, &C. OF BUILDINGS.

3. Mechanics, machinists, material men, and contractors doing work or furnishing materials or articles for the erection, construction, repair, alteration or measurement of any house, mill, manufactory, refinery, other building or works, have a right to file a lien against the same.

4. Where the repairs, alterations, or additions are done by any lessee or tenant, without the written consent of the owner or owners, or their authorized agent or agents there is no lien. But if there is a written consent from the owners or their agents then a copy of the consent must be filed along with the claim.

5. The lien extends to the ground covered by the building, and so much more as may be necessary for the ordinary and useful purposes of such building.

6. A lien does not bind a greater estate than that of the party in possession, at whose instance the materials were furnished.

7. The owner of any lot or piece of ground, who may be desirous of erecting or of contracting with any person for the erection of any building, or any person, having a lien against any property, the boundaries of which having not been defined, may apply by petition to the proper court to appoint competent and skillful persons as commissioners to designate the boundaries.

It is the duty of the commissioners appointed to examine the building or place at which such building is being erected and to report to the court, by metes and bounds, the extent of ground necessary for the convenient use of such building, for the purposes for which it is designed.

8. Every person entitled to a lien shall file a statement of his demand in the office of the Prothonotary of the proper court.

The Statement must set forth:

I. The names of the party claimant and of the owner or reputed owner of the buildings, and also of the contractor, architect or builder, where the contract of the claimant was made with such contractor, architect, or builder.

II. The amount or sum claimed to be due, and the nature or kind of the work done, or the kind or amount of materials furnished, and the time when the materials were furnished or the work was done.

III. The locality of the building, and the size and number of the stories, and such other matters of description as shall be sufficient to identify the same.

9. Where work has been done, or materials have been furnished, for two or more adjoining houses or buildings owned or being constructed by the same person, and it is impossible to specify the particular house, for which the several items were furnished, an apportionment of the amount of the debt, setting forth the amount claimed to be due upon each house, shall be filed along with the lien.

10. Every debt for work done or materials furnished, shall be a lien for six months without filing, but it does not continue a lien after that time, unless a claim is filed before the expiration of six months.

11. Where materials are furnished continuously at different times, the six months commence to run from the date when the last item was furnished.

12. Where a lien has been filed, and afterwards other work is done, or materials furnished, or both, a supplemental claim may be filed along with the first claim, and suit may be brought on both together, unless suit has been already started on the first claim.

13. The lien of a debt for which a claim shall have been filed, expires at the end of five years from the day on which it was filed. But before the expiration of five years, it may be revived, by issuing a writ of *scire facias*, for another period of five years, and so on for every other five years thereafter until the debt is satisfied.

14. Where a claim has been satisfied and the costs paid, it is the duty of the claimant to acknowledge such satisfaction on the record of the Court. If the claimant will not make such acknowledgment, within sixty days after request, the party aggrieved may bring suit against him for one-half the amount of the claim.

15. Where a claim has been filed, and no writ of *scire facias* issued on it, and the owner of the property wishes to test the validity of such lien, he may by a rule, force the claimant into court, and have the matter tested. The court, after hearing argument, will, if it is proper, order the claimant to issue a writ of *scire facias* to the next monthly return day, which if he does not do, the court, upon motion, will strike the lien from the record, unless there are reasons for not doing so.

16. The court may, upon application of any person interested in a property subject to a lien, require the claimant to file an

affidavit of the amount thereof, and upon security approved by the court in double the amount of the claim, or upon payment of the same into court, such security or money, shall be substituted for the premises, and shall abide the judgment of the court.

17. There is nothing in the Mechanics' Lien Law which impairs the right of parties doing work or furnishing materials, to bring a personal action against the party for whom the work was done, or to whom the materials were furnished.

LAW REFERRING TO LABOR, AND SERVICES RENDERED IN CARRYING ON A BUSINESS.

18. An act passed April 9th, 1872, gives to clerks, miners, mechanics, or laborers, employed by owners, lessees, contractors, or under owners in business of any kind, the right, subject to certain conditions, to file liens for labor and services rendered.

19. This act does not apply to services rendered in the erection, repair, alteration, or addition of any building, but only to labor and services rendered in the carrying on of a business. And further only to cases where there is a sale or transfer of the business or property, or in cases of the death or insolvency of the employers.

20. The parties have a right to file a lien, whether they were paid by the day or otherwise.

21. But the money must be due for labor and services rendered for any period, not exceeding six months, immediately preceding the sale or transfer.

22. Under this act a claim can not be filed by any miner, mechanic, laborer, or clerk, for a greater amount than two hundred dollars.

23. No such claim shall be a lien upon any real estate, unless it is filed in the Prothonotary's Office within three months after the money is due and owing.

24. Liens for labor and services rendered in carrying on a business, do not impair any mortgage or judgment entered before the labor, for which the money is due, was performed. But no mortgage or lien made after labor or services rendered, shall impair or postpone the lien for such services and labor.

25. Where a writ of sale has issued against any person or persons or corporation, the person having money due him for labor and services, must give notice in writing of the claim and amount, to the officer executing the writ, at any time before the sale of the property, and such officer is to pay the amount not exceeding two hundred dollars out of the proceeds of the sale. Subject however to prior incumbrances, as mentioned in the foregoing paragraph.

26. In case of an appeal from judgment of a justice of the peace, in suit for labor, and services rendered, the party appellant, his agent, or attorney, must take oath that the appeal is not for purposes of delay, but because he believes injustice has been done. And he must also give bail, absolute in double the amount of the judgment and costs, with one or more sureties, conditioned for the payment of the amount of the judgment, and costs.

FORM OF CONTRACT,
BETWEEN OWNER AND CONTRACTOR.

Articles of agreement made this first day of July, 1872, between, James Oliver and Andrew Gray, both of the City of Philadelphia, and State of Pennsylvania.—

That the said James Oliver for considerations hereinafter mentioned, doth for himself, his executors, and administrators, covenant, promise, and agree, to and with the said Andrew Gray his executors, administrators, and assigns, that he, the said James Oliver shall and will, within the space of six months from the date thereof, in a good and workmanlike manner, well and substantially erect, build, and finish one house, on Lot No. ——— in such place as the said Gray shall direct at Philadelphia, aforesaid of the dimensions following, viz., (here describe the house,) and compose the same of such stone or brick, timber and other materials, as the said Andrew Gray or his assigns shall find and provide for the same.

In consideration whereof, the said Andrew Gray, doth for himself, his executors, and administrators, covenant with the said James Oliver his executors, and assigns, to pay or cause to be paid, unto the said James Oliver his executors, administrators, and assigns, the sum of two thousand dollars in manner following, viz: Five hundred dollars at the beginning of the said house; Five hundred dollars on the first of August next, and the balance when the work shall be completely finished.

And also that he the said Andrew Gray his executors, administrators, or assigns shall and will, at his or their own expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building said house.

And for the true performance of all and every the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, and executors, unto the other, his executors, administrators, and assigns, in the penal sum of Four thousand dollars.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

*Sealed and Delivered in)
the presence of }*

HENRY MILLER,
GEORGE CARTER.

JAMES OLIVER,



ANDREW GRAY,



FORM OF CLAIM FOR
CONTRACTOR OR MATERIAL MAN.

In the Court of Common Pleas, (or District Court, whichever it may be,) in and for the City and County of Philadelphia,

JAMES GIBBS and CHARLES BUCKLEY, trading as

GIBBS & BUCKLEY.

vs.

RICHARD ROE, owner, or reputed owner.

(If it is a material man who files the claim, the name of the contractor should be written below that of the owner:)

As: RICHARD ROE owner, or reputed owner,
and JOHN SMITH, Contractor.

The said James Gibbs and Charles Buckley, trading as above, lumber merchants, file this their claim for the payment of the sum of \$403,22, against all that, (or those five,) certain house, (or houses,) and the lot (or lots,) or piece, (or pieces) of ground whereon the same is, (or are) erected, situate on the East Side of —— Street, extending north from —— Street in the —— Ward of the City of Philadelphia, containing in front or breadth on said —— Street one hundred feet, and extending in length or depth of that wide Eastwardly, between parallel lines at right angles to said —— Street, Fifty-five feet.

(If materials have been furnished for two or more contiguous houses, then the following clause is necessary. That is where it is impossible to specify the house for which any certain materials were furnished.)

And the said James Gibbs and Charles Buckley hereby apportion their claim, showing the amount due upon each of the said buildings, and lots or pieces of ground appurtenant thereto as follows :

No. 1. All that building of which Richard Roe is owner, (and John Smith contractor as the case may be,) and lot or piece of ground appurtenant thereto, situate on the N. E. corner of ————and———Streets, in the———Ward of the City of Philadelphia, Containing in front or breadth on———Street 56 feet, and extending in length or depth of that width eastwardly between parallel lines at right angles to said———Street 75 feet, (then give the amount on house, and so on with every house, if there are more than one.)

And the said claimants claim the sum of \$403,22, being a debt contracted for lumber furnished by them between the 7th day of May, and the 5th day of June, 1872, both inclusive; the said lumber having been furnished between the said dates, for and about the erection and construction of said building, (or buildings,) of which the said Richard Roe is owner, (and John Smith contractor,) and at whose instance the lumber was furnished; the said claimants claim to have a lien for the afore-said sum, (or as hercin apportioned) on the said building, (or buildings,) and lot (or lots) of ground and curtilage appurtenant thereof, from the commencement of said building, (or buildings,) and they annex a Bill of particulars of the amount of said debt, showing the nature and kind of materials and the dates when furnished, which may be taken as part of this claim.

(The claim may be signed and filed by the party himself, or it may be signed by his attorney. It must always have a Bill of particulars annexed to it, showing the kind of materials or work, the dates, and prices.)

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